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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

PATENT APPLICATION

Applicants : Steven M. Schein et al.

Application No. : 09/810,324 Confirmation No.: 9059

Filed : March 16, 2001

For : SYSTEM AND METHOD FOR LINKING
TELEVISION VIEWERS WITH ADVERTISERS
AND BROADCASTERS

Group Art Unit : 2611

Examiner : Hai V. Tran

New York, New York 10020
May 17, 2005

Mail Stop Amendment
Commissioner for Patents
P.O. Box 1450
Alexandria, Virginia 22313-1450

TERMINAL DISCLAIMER UNDER 37 C.F.R. § 1.321(b,c)

Sir:

STARSHINE TELECAST, INC., a corporation of the State of California, having its principal office and place of business at 6922 Hollywood Boulevard, Los Angeles, California 90028, represents that it is the assignee of the entire, right, title and interest in and to the following issued United States Patents and pending United States Patent Application:

1. Schein et al. United States Patent No. 6,002,394, for a "SYSTEM AND METHOD FOR LINKING TELEVISION

VIEWERS WITH ADVERTISERS AND BROADCASTERS," issued December 14, 1999 (the '394 patent). An assignment from the named inventors to Starsight Telecast, Inc. that is effective for the '394 patent was recorded on September 28, 1998 at Reel 9487, Frames 141-150 and on April 10, 1997 at Reel 8505, Frames 730-738.

2. Schein et al. United States Patent No. 6,263,501, for a "SYSTEM AND METHOD FOR LINKING TELEVISION VIEWERS WITH ADVERTISERS AND BROADCASTERS," issued July 17, 2001 (the '501 patent). An assignment from the named inventors to Starsight Telecast, Inc. that is effective for the '501 patent was recorded on September 28, 1998 at Reel 9487, Frames 141-150 and on April 10, 1997 at Reel 8505, Frames 730-738.

3. Schein et al. United States Patent Application No. 09/810,324, for a "SYSTEM AND METHOD FOR LINKING TELEVISION VIEWERS WITH ADVERTISERS AND BROADCASTERS," filed March 16, 2001 (the '324 application). An assignment from the named inventors to Starsight Telecast, Inc. effective for the '324 application was recorded on September 28, 1998 at Reel 9487, Frames 141-150 and on April 10, 1997 at Reel 8505, Frames 730-738.

The undersigned, on behalf of Starsight Telecast, Inc., hereby disclaims the terminal portion of the term of any patent to be issued on the '324 application, which would extend beyond the expiration date of the full statutory term of the '394 patent.

The undersigned, on behalf of Starsight Telecast, Inc., agrees that any patent to be issued on the '324 application shall be enforceable only for and during such period as the legal title to such patent shall be the same as

the legal title to the '394 patent, this agreement to run with any patent to be issued on the '324 application and to be binding upon the grantee of such patent and its successors and assigns.

The undersigned, on behalf of Starsight Telecast, Inc., does not disclaim any terminal part of the term of any patent to be issued on the '324 application, prior to the expiration date of the full statutory term of the '394 patent, in the event that the '394 patent: (a) expires for failure to pay a maintenance fee, (b) is held unenforceable, (c) is found invalid, (d) is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. § 1.321(a,b), (e) has all claims canceled by a reexamination certificate, or (f) is otherwise terminated prior to expiration of its statutory term, except for the separation of legal title stated above.

The undersigned, on behalf of Starsight Telecast, Inc., hereby disclaims the terminal portion of the term of any patent to be issued on the '324 application, which would extend beyond the expiration date of the full statutory term of the '501 patent.

The undersigned, on behalf of Starsight Telecast, Inc., agrees that any patent to be issued on the '324 application shall be enforceable only for and during such period as the legal title to such patent shall be the same as the legal title to the '501 patent, this agreement to run with any patent to be issued on the '324 application and to be binding upon the grantee of such patent and its successors and assigns.

The undersigned, on behalf of Starsight Telecast, Inc., does not disclaim any terminal part of the term of any patent to be issued on the '324 application, prior to the



expiration date of the full statutory term of the '501 patent, in the event that the '501 patent: (a) expires for failure to pay a maintenance fee, (b) is held unenforceable, (c) is found invalid, (d) is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. § 1.321(a,b), (e) has all claims canceled by a reexamination certificate, or (f) is otherwise terminated prior to expiration of its statutory term, except for the separation of legal title stated above.

The undersigned hereby states and certifies that:

1. He is an attorney of record in the above-identified patent application and is authorized to act on behalf of the assignee corporation in connection with said application; and

2. The relevant evidentiary documents have been reviewed and, to the best of the undersigned's and assignee's knowledge and belief, title to the '324 application is in assignee.

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